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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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PHAT FASHIONS LLC,	:	07 Civ. 03278 (PAC)
	:	
Plaintiff,	:	
	:	
- against -	:	
	:	
TORNADO IMPORTS (CANADA), INC.,	:	
	:	
Defendant.	:	

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**PLAINTIFF'S INITIAL DISCLOSURES**

Plaintiff Phat Fashions LLC ("Phat"), by its attorneys, Pryor Cashman LLP, and in accordance with Rule 26 (a)(1) of the Federal Rules of Civil Procedure, makes the following initial disclosures without waiver of applicable privileges and evidentiary doctrines, and subject to its right to supplement the disclosures as required:

**INITIAL DISCLOSURE A**

Provide the name and, if known, the address and telephone number of each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses, unless solely for impeachment, identifying the subjects of the information.

**RESPONSE TO INITIAL DISCLOSURE A**

Phat is currently aware of the following individuals who are likely to have discoverable information that Phat may use to support its claims or defenses:

1. With respect to: (a) the matters alleged in the: (1) Complaint; (2) Amended Answer, Defenses, and Counterclaims of defendant Tornado Imports (Canada), Inc. ("Tornado"); and (3) Reply To Counterclaims; (b) the Trademark License Agreement entered into between Phat and Tornado on or about August 1, 1998 ("Agreement"); and (c) the actual or possible extension of the Agreement, Phat identifies the following individuals:

- a. **Bernt Ullmann ("Ullmann")**  
President  
Phat Fashions LLC  
512 Seventh Avenue  
New York, New York 10018  
(212) 326-0192
- b. **Peter Morris ("Morris")**  
Chief Financial Officer  
Phat Fashions LLC  
512 Seventh Avenue  
New York, New York 10018  
(212) 326-0192
- c. **Luther J. Rollins, Jr. ("Rollins")**  
Assistant General Counsel and Assistant Secretary  
Kellwood Company  
600 Kellwood Parkway  
St. Louis, Missouri 63017  
(314) 576-3100
- d. **Eli Nathanson, Esq.**  
Pryor Cashman LLP  
410 Park Avenue  
New York, New York 10022  
(212) 421-4100
- e. **Issie Wiseman**  
President  
Tornado Imports (Canada), Inc.  
5540 Rue Ferrier  
Montreal, P.Q. Canada H4P 1M2.
- f. **Barry Segal**  
Vice President, Finance  
Tornado Imports (Canada), Inc.

5540 Rue Ferrier  
Montreal, P.Q. Canada H4P 1M2.

g. **Josh Wiseman**  
Director  
Tornado Imports (Canada), Inc.  
5540 Rue Ferrier  
Montreal, P.Q. Canada H4P 1M2.

2. With respect to sales made and royalties paid by Tornado under the Agreement and otherwise, Phat identifies Morris.

3. With respect to the decision to replace Tornado as the Licensee after December 31, 2007 and the implementation of that decision, Phat identifies Ullmann and Rollins.

#### **INITIAL DISCLOSURE B**

Provide a copy of, or a description by category and location of, all documents, data compilations, and tangible things in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses, unless solely for impeachment.

#### **RESPONSE TO INITIAL DISCLOSURE B**

Tornado has previously served Defendants' First Request For Production Documents and Things To Plaintiff upon Phat. In connection therewith, counsel for the parties have had discussions about the categories and locations of documents which are responsive thereto and/or which Phat may use to support its claims and defenses. Phat shall respond to Tornado's document request on or before October 22, 2007 and shall, subject to the objections set forth in its response, shall produce documents responsive thereto. Phat reserves the right to identify further categories of documents if and when such categories are identified.

#### **INITIAL DISCLOSURE C**

Provide a computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other

evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered.

**RESPONSE TO INITIAL DISCLOSURE C**

Phat, which is seeking declaratory relief in this litigation, has not asserted a claim for damages. Phat will, however, and pursuant to the Agreement, seek recovery of its attorney's fees from Tornado at the end of the case.

**INITIAL DISCLOSURE D**

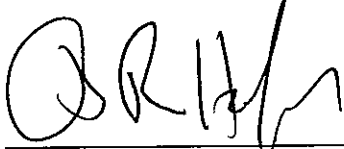
Provide for inspection and copying as under Rule 34 any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or to indemnify or reimburse for payments made to satisfy the judgment.

**RESPONSE TO INITIAL DISCLOSURE D**

There are no such insurance agreements.

Dated: New York, New York  
October 1, 2007

PRYOR CASHMAN LLP

By: 

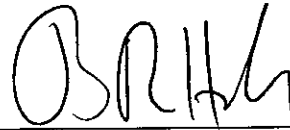
Philip R. Hoffman, Esq.  
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410 Park Avenue  
New York, New York 10022  
(212) 421-4100

To: Adam H. Offenhartz, Esq.  
GIBSON, DUNN & CRUTCHER LLP  
Attorneys for Defendant  
200 Park Avenue  
New York, New York 10166  
(212) 351-4000

**CERTIFICATE OF SERVICE**

I hereby certify that on October 1, 2007, and in accordance with the agreement between counsel that the parties will effect service by electronic mail where possible, I served the within Plaintiff's Initial Disclosures upon the attorneys for defendant by electronically filing a copy with the Court and by causing a copy to be sent via electronic mail to Adam H. Offenhartz, of Gibson, Dunn & Crutcher LLP, at [AOffenhartz@gibsondunn.com](mailto:AOffenhartz@gibsondunn.com).

Dated: New York, New York  
October 1, 2007

A handwritten signature in black ink, appearing to read 'PRH', is written over a horizontal line.

PHILIP R. HOFFMAN